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UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK

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In re: JERRY MIMS,

Chapter 13

Debtor(s).

Case No.: 15-73752-LAS

**AFFIRMATION IN SUPPORT**

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1. I am associated with Weber Law Group LLP ("WLG"), attorneys for Plaintiffs in an ongoing civil litigation commenced in the Supreme Court of Suffolk County under Index No. 13490/2013 (the "Supreme Court Action") in which debtor Jerry Mims ("Mims") is a one of the main defendants.

**PRELIMINARY STATEMENT**

2. Pursuant to the submission by the undersigned counsel dated December 8, 2015, the Court was informed of the Supreme Court Action commenced on behalf of Plaintiffs, including but not limited to Jean J. Burden ("Burden"), Edward Jurzenia ("Jurzenia"), Walter burden ("Walter") and Silver Sands Motel, Inc. ("Silver Sands") collectively (the "Silver Sands plaintiffs") as against multiple defendants, inclusive of Mims.

3. In the Supreme Court Action, Plaintiffs allege that Burden and Silver Sands were defrauded, forced, and coerced into entering loan transactions whereby 12 of their waterfront properties in Greenport, New York, became encumbered by 7 mortgages with hard money lenders as mortgagees.

4. Specifically, as against Mims who acted as their attorney for all of the mortgage transactions, Plaintiffs allege that he defrauded, coerced, and manipulated Burden and Silver Sands into entering the mortgages and facilitated these frauds by forging (for Walter and Jurzenia) various documents including deeds and power of attorneys.

5. In addition to the frauds, in each of the loan transactions, Mims, with the acquiescence and aiding of the mortgagees, received egregious amounts of the proceeds, via wire and check, that neither Burden nor the Silver Sands Plaintiffs knew were loaned or distributed.

6. The Court, through the prior submission was generally informed with regard to the causes of action in the Supreme Court Action on fraud, forgery, related damages, and the need to have the automatic bankruptcy stay lifted to further prosecute these claims.

7. This supplemental submission is being presented to the Bankruptcy Court with regard to the funds from these mortgages, in the approximate sum of \$650,000.00 that Mims unilaterally withdrew, in cash, and other forms from his IOLA Accounts pursuant to the only records provided by Mims.

8. These withdrawals were never distributed to the Silver Sands Plaintiffs in any manner and the ultimate status of these funds are unknown to this day.

9. These withdrawals and Mims explanation thereof are one of the multitude of reasons that the automatic bankruptcy stay should be lifted and the Supreme Court Action allowed to continue.

10. The Silver-Sands Plaintiffs, and specifically the undersigned counsel, must be enabled to have an opportunity to question Mims under oath and in a deposition to determine the details of these withdrawals.

11. The Silver Sands Plaintiffs (and the undersigned counsel) understand and will willingly cede authority over these funds or the Bankruptcy Court's authority to investigate the same as any cash or assets still held by Mims would constitute assets of Mims earmarked for any secured creditor.

12. Plaintiffs, even in the event of a filing as a creditor to Mims' bankruptcy would only be granted the status of an unsecured creditor.

13. As a result, if the Bankruptcy Court is of the position that any investigation into these missing funds and assets of Mims is within its sole authority and jurisdiction, Plaintiffs request that they be enabled to continue prosecution of all other causes of action in the Supreme Court Action.

#### **RELEVANT PROCEDURAL HISTORY AND FACTS**

14. On September 1, 2015, Mims filed for Chapter 13 Bankruptcy.

15. On or about November 11, 2015, Mims filed a motion to lift the automatic bankruptcy stay for the limited purpose of continuing the Supreme Court Action.

16. On the motion's return date, December 8, 2015, the undersigned counsel appeared and filed an affirmation in support of the motion.

17. The Court further instructed that a stipulation between the undersigned counsel and Mims be filed so that it may be considered and ruled upon. Annexed hereto as Exhibit A is a true and correct copy of the stipulation (it is also filed independently of this motion).

## **THE MORTGAGES**

### **I. The May 9, 2008 Mortgage**

18. On or about May 9, 2008, Mims arranged a mortgage and security agreement for Burden and Jurzenia, as mortgagors, with Long Island Capital Management Corp. ("LI Capital), as mortgagee (the "2008 LI Capital Mortgage").

19. The principal amount of the 2008 LI Capital Mortgage was of \$750,000.00.

#### **A. The 2008 LI Capital Mortgage Closing Statement**

20. Pursuant to the closing statement for the 2008 LI Capital Mortgage, the distribution of \$512,762.56 of the proceeds was made to Mims via "Wire transfer to IOLA account of the Law Office of Jerry M. Mims PC Bank of America wire #00260009593 Account #\*\*\*\*\*2813 Main St Patchogue Law Office of Jerry M Mims IOLA account. Annexed hereto as Exhibit B is a true and correct copy of the 2008 LI Capital Mortgage Closing Statement.

#### **B. Relevant Documents Produced By Mims**

##### **i. The May 2008 IOLA Bank Statement**

21. During the course of the Supreme Court Action, Mims produced the bank statement and ledger for the Bank of America IOLA Account for the Law Office of Jerry M. Mims PC with the Account No. \*\*\*\*\*2813 (the "BOA Mims IOLA Account") for the Month of May 2008 (the "May 2008 BOA Statement"). Annexed hereto as Exhibit C is a true and correct copy of the May 2008 BOA Statement.

22. Pursuant to the May 2008 BOA Statement, a wire in the amount of \$512,762.56 was received on May 12, 2008 from the law firm of Certilman Balin Adler & Hyman LLP, the attorneys for the mortgagee, LI Capital. See Exhibit C.



23. The amount of the wire received by Mims is exactly the amount of the wire as demarcated on the 2008 LI Capital Mortgage Closing Statement. See Exhibits B and C.

24. Pursuant to the May 2008 BOA Statement, the beginning balance was only \$15.14 and prior to the 2008 LI Capital Mortgage wire, only \$3,712.91 (through prior deposits) was in the account as of May 7, 2008. See Exhibit C.

25. Prior to the May 12, 2008 deposit of \$512,762.56, \$3,675 was withdrawn, in cash, leaving only \$37.91 before the wire.

26. Pursuant to the May 2008 BOA Statement, the following cash withdrawals were made:

	<b>DATE</b>	<b>AMOUNT OF WITHDRAWAL</b>
1.	May 13, 2008	\$3,000.00
2.	May 14, 2008	\$9,5000.00
3.	May 15, 2008	\$15,000.00
4.	May 19, 2008	\$8,000.00
5.	May 20, 2008	\$4,000.00
6.	May 23, 2008	\$1,402.23
7.	May 23, 2008	\$500.00
8.	May 27,2008	\$850.00
9.	May 29, 2008	\$2,000.00
10.	May 30, 2008	\$1,500.00
<b>TOTAL</b>		<b>\$45,752.23</b>

See Exhibit C<sup>1</sup>.

27. Pursuant to the May 2008 BOA Statement, a total \$416,702.31 was withdrawn from the IOLA account, of which \$413,027.31 was directly from the \$512,762.56 Mims received from the proceeds of the 2008 LI Capital Mortgage. See Exhibit C.

28. The ending balance for the May 2008 BOA Statement was \$99,988.30.

<sup>1</sup> Pursuant to the May 2008 BOA Statement, \$367,275.08 in checks were written from the account. In conjunction with these checks, Mims has only produced select checks, not accounting for the total amount of \$367,275.08. Of the checks produced by Mims, some are legitimate expenses of Silver Sand, however, a majority of the checks produced are to parties that the Silver Sands Plaintiffs have no connection but one exists between the payees and Mims.

ii. **The June 2008 IOLA Bank Statement**

29. During the course of the Supreme Court Action, Mims produced the bank statement and ledger for the BOA Mims IOLA Account for the Month of June 2008 (the “June 2008 BOA Statement”). Annexed hereto as Exhibit D is a true and correct copy of the June 2008 BOA Statement

30. Pursuant to the June 2008 BOA Statement, the beginning balance was \$99,988.30, representing the remaining balance from the wire from the 2008 LI Capital Mortgage. See Exhibit D.

31. Pursuant to the June 2008 BOA Statement, the following cash withdrawals were made:

	DATE	AMOUNT OF WITHDRAWAL
1.	June 2, 2008	\$3,000.00
2.	June 2, 2008	\$500.00
3.	June 6, 2008	\$300.00
4.	June 10, 2008	\$1,188.00
5.	June 18, 2008	\$1,000.00
6.	June 20, 2008	\$1,500.00
7.	June 23, 2008	\$5,000.00
8.	June 27, 2008	\$4,500.00
TOTAL		\$16,988.00

See Exhibit D.

32. The ending balance for the June 2008 BOA Statement was \$81,048.21<sup>2</sup>.

iii. **The July 2008 IOLA Bank Statement**

33. During the course of the Supreme Court Action, Mims produced the bank statement and ledger for the BOA Mims IOLA Account for the Month of July 2008 (the “July

<sup>2</sup> Pursuant to the June 2008 BOA Statement, a total of only \$3,047.91 additional funds were deposited in the account.

2008 BOA Statement"). Annexed hereto as Exhibit E is a true and correct copy of the July 2008 BOA Statement.

34. Pursuant to the July 2008 BOA Statement, there were no credits or deposits in the account. See Exhibit E.

35. Pursuant to the July 2008 BOA Statement, the beginning balance was \$81,048.21. See Exhibit E.

36. Pursuant to the July 2008 BOA Statement, the following cash withdrawals were made:

	DATE	AMOUNT OF WITHDRAWAL
1.	July 3, 2008	\$9,500.00
2.	July 29, 2008	\$6,000.00
TOTAL		\$15,500.00

See Exhibit E<sup>3</sup>.

37. Pursuant to the July 2008 BOA Statement, a total \$28,048.21 was withdrawn from the IOLA account. See Exhibit E.

38. The ending balance for the July 2008 BOA Statement was \$53,000.00.

**iv. The August IOLA Bank Statement**

39. During the course of the Supreme Court Action, Mims produced the bank statement and ledger for the for the BOA Mims IOLA Account for the Month of August 2008 (the "August 2008 BOA Statement"). Annexed hereto as Exhibit F is a true and correct copy of the August 2008 BOA Statement.

<sup>3</sup> Pursuant to the July 2008 BOA Statement, \$12,548.21 in checks or other withdrawals were written or made from the account. A cashier's check in the amount of \$2,000.00 was produced. The payee of which is an individual unknown to the Silver Sands Plaintiff.

40. Pursuant to the August 2008 BOA Statement, the beginning balance was \$53,000.00, representing the remaining balance from the wire from the 2008 LI Capital Mortgage. See Exhibit F.

41. Pursuant to the August 2008 BOA Statement, the following cash withdrawals were made:

	DATE	AMOUNT OF WITHDRAWAL
1.	August 11, 2008	\$5,500.00
2.	August 11, 2008	\$300.00
3.	August 21, 2008	\$2,500.00
4.	August 26, 2008	\$1,000.00
TOTAL		\$9,300.00

See Exhibit F.

42. The ending balance for the August 2008 BOA Statement was \$46,895.82<sup>4</sup>

**v. The September 2008 IOLA Bank Statement**

43. During the course of the Supreme Court Action, Mims produced the bank statement and ledger for the BOA Mims IOLA Account for the Month of September 2008 (the "September 2008 BOA Statement"). Annexed hereto as Exhibit G is a true and correct copy of the September 2008 BOA Statement.

44. Pursuant to the September 2008 BOA Statement, there were no credits or deposits in the account. See Exhibit G.

45. Pursuant to the September 2008 BOA Statement, the beginning balance was \$46,895.82. See Exhibit G.

<sup>4</sup> Pursuant to the August 2008 BOA Statement, a total of only \$3,047.91 additional funds were deposited in the account. In addition, there was one check or other withdrawal for \$1,000.00 that remains unaccounted for as Mims did not provide any evidence thereof.



46. Pursuant to the September 2008 BOA Statement, the following cash withdrawals were made:

	DATE	AMOUNT OF WITHDRAWAL
1.	September 2, 2008	\$6,800.00
2.	September 5, 2008	\$5,000.00
3.	September 8, 2008	\$5,000.00
4.	September 9, 2008	\$8,000.00
5.	September 9, 2008	\$1,000.00
6.	September 15, 2008	\$85.00
TOTAL		\$25,885.00

See Exhibit G<sup>5</sup>.

47. Pursuant to the September 2008 BOA Statement, a total \$46,885.00 was withdrawn from the IOLA account. See Exhibit G.

48. The ending balance for the September 2008 BOA Statement was \$10.82.

**C. No Further Document Production from Mims**

49. It is presumed, as the entire IOLA account had been depleted, that Mims purposely did not produce any further bank statements.

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<sup>5</sup> Pursuant to the September 2008 BOA Statement, \$21,000.00 in checks, withdrawals, or other transfers were written or made from the account. The Silver Sands Plaintiffs acknowledge receipt of \$20,000.00 of these funds.

## **II. The November 13, 2008 Mortgage**

50. On or about November 13, 2008, Mims arranged a mortgage between Silver Sands, as mortgagee, and Phillip Solomon, as mortgagor (the “2008 Solomon Mortgage”).

51. The principal amount of the 2008 Solomon Mortgage was 200,000.00.

### **A. Closing Documentation**

52. At no point in the discovery phase of the Supreme Court Litigation did any party produce any closing documents, i.e. closing statement or disbursement sheet, in connection with the 2008 Solomon Mortgage.

53. The undersigned counsel went to Mims’ office in December 2012 and requested any documentation with regard to the 2008 Solomon Mortgage.

54. Mims failed to produce any documents.

55. In addition, during the pendency of the litigation, Mims has failed to produce any documentation in connection with the 2008 Solomon Mortgage.

### **B. The Mims Check**

56. The only documentation obtained or produced through discovery in connection with the 2008 Solomon Mortgage was a check in the amount of \$123,179.23 (the “2008 Solomon Check”). Annexed hereto as Exhibit H is a true and correct copy of the 2008 Solomon Check.

57. Pursuant to the 2008 Solomon Check, the payee was designated as “Jerry Mims Esq as attorney.” See Exhibit H.

58. In addition, pursuant to the Solomon Check, the subject line reads “Part of proceeds – Solomon –w- Silver Sands. See Exhibit H.

59. The Solomon Check was produced by Gerald L. Lotto, Esq., the attorney for Somer Estrin, Esq., (Defendant in the Supreme Court Action) Phillip Solomon's attorney for the closing of the 2008 Solomon Mortgage.

**C. No Document Production from Mims**

60. Unlike the 2008 LI Capital Mortgage, no documents in connection to the 2008 Solomon Mortgage were produced by Mims.

61. Mims never produced any statement from any account where this check was deposited allegedly for Silver Sands as it was demarcated to Mims as attorney for Silver Sands.

62. Mims has also never produced any statement or evidence of how this money was distributed.

### **III. The June 24, 2009 Mortgage**

63. On or about June 24, 2009, Mims arranged a second mortgage and security agreement for Burden and Jurzenia, as mortgagors, with LI Capital, as mortgagee (the "2009 LI Capital Mortgage").

64. The principal amount of the 2009 LI Capital Mortgage was \$900,000.00.

#### **A. The 2009 LI Capital Mortgage Closing Statement**

65. Pursuant to the closing statement for the 2009 LI Capital Mortgage, distribution in the form of an escrow check in the amount of \$135,000.00 of the proceeds was made to Mims. Annexed hereto as Exhibit I is a true and correct copy of the 2009 LI Capital Mortgage Closing Statement.

66. The Escrow Check was provided to Mims from Certilman, Balin, Adler, & Hyman, LLP, as attorneys for LI Capital for the closing of the 2009 LI Capital Mortgage. Annexed hereto as Exhibit J is a true and correct copy of the 2009 LI Capital Escrow Check.

#### **B. No Document Production from Mims**

67. Unlike the 2008 LI Capital Mortgage, no documents in connection to the 2009 LI Capital Mortgage were produced by Mims.

68. Mims never produced any statement from any account where this check was deposited allegedly for the mortgagors as it was demarcated as an escrow check.

69. Mims has also never produced any statement or evidence of how this money was distributed.



#### **IV. The December 15, 2009 Mortgage**

70. On or about December 15, 2009, Mims arranged a mortgage between Burden and Walter, as mortgagors, and Phillip Solomon and Rosemary Solomon, as mortgagees (the “2009 Solomon Mortgage”).

71. The principal amount of the 2009 Solomon Mortgage was \$550,000.00.

##### **A. Closing Documentation**

72. The undersigned counsel went to Mims’ office in December 2012 and requested any documentation with regard to the 2009 Solomon Mortgage.

73. Mims failed to produce any documents.

74. In addition, during the pendency of the litigation, Mims has failed to produce and documentation in connection with the 2008 Solomon Mortgage.

75. The only documentation with regard to the 2009 Solomon Mortgage was produced by Mortgagees and/or their counsel.

##### **B. The Closing Statement**

76. Pursuant to the “Loan Proceeds Sheet” from the 2009 Solomon Mortgage (the “2009 Solomon Proceed Distribution”), Mims received a total of \$76,000.00 from the proceeds. Annexed hereto as Exhibit K is true and correct copy of the 2009 Solomon Proceed Distribution.

77. Mims received two checks, one in the amount of \$6,000.00 to “Jerry M. Mims,” and a second check in the amount of \$70,000.00 to “Jerry M. Mims As Atty.” See Exhibit K.

78. As the first check designates the payee as Mims individually, it is assumed that the amount of \$6,000.00 was a legal fee<sup>6</sup> taken by Mims. See Exhibit K.

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<sup>6</sup> Mortgagors never authorized a legal fee to be taken from the proceeds of the Mortgage.

**C. The Mims Check**

79. The second check, however, designates the payee as Mims, as attorney (the “2009 Solomon Attorney Check”), therefore those proceeds in the amount of \$70,000.00 should have been distributed to mortgagors. Annexed hereto as Exhibit L is a true and correct copy of the 2009 Solomon Attorney Check.

80. In addition, pursuant to the 2009 Solomon Attorney Check, the subject line reads Solomon –w- Silver Sands. See Exhibit L.

**D. No Document Production from Mims**

81. No documents in connection to the 2009 Solomon Mortgage were produced by Mims.

82. Mims never produced any statement from any account where the 2009 Solomon Attorney Check was deposited allegedly for mortgagors as the payee was Mims, as attorney.

83. Mims has also never produced any statement or evidence of how these proceeds were distributed.

**V. The December 29, 2010 Mortgage**

84. On or about December 29, 2010, Mims arranged a mortgage between Burden and Jurzenia, as mortgagors, and the Gross Family Holdings, LLC and the Wheatley Harbor, LLC, as mortgagees (the “Gross/Wheatley Mortgage”).

85. The principal amount of the Gross/Wheatley Mortgage was \$250,000.00.

**A. Closing Documentation**

86. The undersigned counsel went to Mims’ office in December 2012 and requested any documentation with regard to the Gross/Wheatley Mortgage.

87. Mims failed to produce any documents.

88. In addition, during the pendency of the litigation, Mims has failed to produce and documentation in connection with the Gross/Wheatley Mortgage.

89. The only documentation with regard to the Gross/Wheatley Mortgage was produced by Anthony T. Conforti., the attorney who represented the mortgagees.

**B. The Closing Statement**

90. A closing statement or proceed distribution form was never produced by any party for the Gross/Wheatley Mortgage.

**C. The Mims Check**

91. The only documentation produced with regard to the proceeds or portion thereof of the Gross/Wheatley Mortgage was a check in the amount of \$126,226.71 made out to “Jerry M. Mims as Attorney (the “2010 Gross/Wheatley Check). Annexed hereto as Exhibit M is a true and correct copy of the 2010 Gross/Wheatley Check.

92. The Gross/Wheatley Check, designates the payee as Mims, as attorney, therefore those proceeds in the amount of \$126,226.17 should have been distributed to mortgagors. See Exhibit M.

93. Pursuant to the 2010 Gross/Wheatley Check, the subject line reads "Gross & Wheatley w/Burden & Jurzenia". See Exhibit M.

94. The 2010 Gross/Wheatley Check was produced by Conforti.

**D. No Document Production from Mims**

95. No documents in connection to the Gross/Wheatley Mortgage were produced by Mims.

96. Mims never produced any statement from any account where the 2010 Gross/Wheatley Check was deposited allegedly for mortgagors as it was designated to Mims, as attorney.

97. Mims has also never produced any statement or evidence of how these proceeds were distributed.



**VI. The April 18, 2011 Mortgage**

98. On or about April 18, 2011, Mims arranged a mortgage between Burden, Jurzenia, and Walter, as mortgagors, and Peter and Gail Schembri, as mortgagees (the “Schembri Mortgage”).

99. The principal amount of the Schembri Mortgage was \$400,000.00.

**A. Closing Documentation**

100. The undersigned counsel went to Mims’ office in December 2012 and requested any documentation with regard to the Schembri Mortgage.

101. Mims failed to produce any documents.

102. In addition, during the pendency of the litigation, Mims has failed to produce and documentation in connection with the Schembri Mortgage.

103. The only documentation with regard to the Schembri Mortgage was produced by the mortgagees and/or their counsel.

**B. The Closing Statement**

104. A closing statement or proceed distribution form was never produced by any party for the Schembri Mortgage.

105. In the Supreme Court Action, document production did contain a satisfaction of the Gross/Family Mortgage as the Schembri Mortgage occurred only four months thereafter.

**C. The Mims Check**

106. The only documentation produced with regard to the distribution proceeds of the Gross/Wheatley Mortgage were checks.

107. Similar to the other transactions, a check in the amount of \$48,550.00 made out to “Jerry M. Mims as Attorney” (the “Schembri Check”). Annexed hereto as Exhibit N is a true and correct copy of the Schembri Check.

108. The Schembri Check, designates the payee as Mims, as attorney, therefore those proceeds in the amount of \$48,550.00 should have been distributed to mortgagors. See Exhibit N.

**D. No Document Production from Mims**

109. No documents in connection to the Schembri Mortgage were produced by Mims.

110. Mims never produced any statement from any account where the Schembri Check was deposited allegedly for mortgagors as it was designated to Mims, as attorney.

111. Mims has also never produced any statement or evidence of how these proceeds were distributed.

**VII. The June 1, 2011 Mortgage**

112. On or about June 1, 2011, Mims arranged a mortgage for Burden and Walter, as mortgagors, with Richard Olivo (“Olivo”), as mortgagee (the “Olivo Mortgage”).

113. The principal amount of the Olivo Mortgage was \$550,000.00.

**A. The Olivo Mortgage Closing Statement**

114. Pursuant to the closing statement for the Olivo Mortgage, the following distribution of \$497,327.71 of the proceeds was made to Mims via check to “IOLA account drawn on Suffolk County National Bank – balance of proceeds” Annexed hereto as Exhibit O is a true and correct copy of the Olivo Mortgage closing statement.

**B. Relevant Documents Produced By Mims**

**i. The June 2011 IOLA Bank Statement**

115. During the course of the Supreme Court Action, Mims produced the bank statement, ledger, and selective checks for the month of June 2011 from the Chase Bank account for the Law Office of Jerry M. Mims IOLA Trust Account, 130 Barton Avenue, Patchogue, New York 11772-1402 (the “June 2011 IOLA Statement”). Annexed hereto as Exhibit P is a true and correct copy of the June 2011 IOLA Statement and selective checks.

116. Pursuant to the June 2011 IOLA Statement, a deposit in the amount of \$497,327.72 was received on June 1, 2011. See Exhibit P.

117. The amount of the deposit received by Mims is exactly the amount of the disbursement as demarcated on the Olivo Closing Statement<sup>7</sup>. See Exhibits O and P.

118. Pursuant to the June 2011 IOLA Statement, the beginning balance was only \$377.18 prior to the 497,327.71 deposit. See Exhibit P.

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<sup>7</sup> In addition, only \$1,137.70 (through other deposits) entered the account during the month of June 2011

119. Pursuant to the June 2011 IOLA Statement, the following withdrawals<sup>8</sup> were made with regard to the Olivo Mortgage:

	DATE	AMOUNT OF WITHDRAWAL/PAYMENT	Mims Notation
1.	June 8, 2011	\$15,000.00	Anthony <sup>9</sup>
2.	June 2, 2011	\$16,500.00	PM Advisory <sup>10</sup>
3.	June 2, 2011	\$6,588.97	Taxes
4.	June 2, 2011	\$3,719.58	Taxes
5.	June 2, 2011	\$10,308.53	Taxes
6.	June 2, 2011	\$1,339.06	Taxes
7.	June 2, 2011	\$1,264.66	Taxes
8.	June 2, 2011	\$3,000.00	Five Star <sup>11</sup>
9.	June , 2011	\$800.00	Land Surveyor
10.	June 2, 2011	\$16,500.00	Anthony Gallo <sup>12</sup>
11.	June 2, 2011	\$7,500.00	me <sup>13</sup>
TOTAL		\$82,520.80	

See Exhibit P.

120. Pursuant to the June 2011 IOLA Statement, a total \$102,231.90 was withdrawn from the IOLA account in addition to a wire withdrawal of \$395,291.72. See Exhibit P.

121. The wire withdrawal of \$395,291.72 corresponds with a forbearance payment Mims arranged to be paid to LI Capital to stop a foreclosure of the 2008 and 2009 LI Capital Mortgages.

122. Pursuant to the Olivo Closing Statement, \$102,231.90 was withdrawn from the IOLA Account.

<sup>8</sup> Mortgagors neither had knowledge of these withdrawals nor authorized them.

<sup>9</sup> "Anthony" refers to Anthony Galeotafiore, a broker that none of the mortgagors were aware was involved in the Olivo mortgage, however, upon information and belief received proceeds in the form of brokers fees from every mortgage. Mortgagors did not know an Anthony Galeotafiore and in addition, an alleged brokerage agreement between the mortgagors and the Anthony Galeotafiore has never been produced.

<sup>10</sup> "PM Advisory", specifically Anthony Lopicollo, was the broker for mortgagee.

<sup>11</sup> "Five Star" refers to Five Star Insurance company.

<sup>12</sup> "Anthony Gallo" is an A/K/A for Anthony Galeotafiore. The reason that Anthony Galeotafiore received two payments is unknown as the first amount of \$15,000.00 appears to be unrelated any alleged involvement on the Olivo Mortgage. Coincidentally, the \$16,500.00 is the exact amount received by the other broker and represents exactly three points on the Olivo Mortgage.

<sup>13</sup> "me" appears to refer to Mims. There appears no authorization in the Olivo Closing Statement or any other documentary evidence that authorized the withdrawal of an attorneys fee.



123. Assuming that the checks as listed above were legitimately drawn, a fact not conceded and subject to the adjudication of the Supreme Court Action, then there remains \$19,711.90 of proceeds that were not distributed to mortgagors.

124. Pursuant to the June 2011 IOLA Statement, the following withdrawals were made with regard to the Olivo Mortgage, however, unlike the related checks produced by Mims, checks for these withdrawals were not produced:

	<b>DATE</b>	<b>AMOUNT OF WITHDRAWAL/PAYMENT</b>
1.	June 8, 2011	\$59.76
2.	June 2, 2011	\$3,500.00
3.	June 3, 2011	\$450.00
4.	June 1, 2011	\$150.00
5.	June 2, 2011	\$2,000.00
6.	June 8, 2011	\$1,750.00
7.	June 7, 2011	\$395.00
8.	June 6, 2011	\$200.00
9.	June 6, 2011	\$500.00
10.	June 17, 2011	\$89.64
11.	June 7, 2011	\$500.00
12.	June 8, 2011	\$1,200.00
13.	June 8, 2011	\$1,500.00
14.	June 13, 2011	\$500.00
15.	June 13, 2011	\$500.00
16.	June 13, 2011	\$600.00
17.	June 22, 2011	\$89.64
18.	June 14, 2011	\$400.00
19.	June 15, 2011	\$300.00
20.	June 16, 2011	\$500.00
21.	June 17, 2011	\$200.00
22.	June 16, 2011	\$150.00
23.	June 20, 2011	\$500.00
24.	June 21, 2011	\$550.00
25.	June 17, 2011	\$350.00
26.	June 28, 2011	\$62.06
27.	June 23, 2011	\$45.00
28.	June 22, 2011	\$250.00
29.	June 22, 2011	\$300.00
30.	June 24, 2011	\$200.00
31.	June 28, 2011	\$120.00

32.	June 28, 2011	\$150.00
33.	June 29, 2011	\$450.00
34.	June 30, 2011	\$1,200.00
TOTAL		\$19,711.90

See Exhibit P.

125. In addition, there was a \$500.00 withdrawal in cash from the account on June 4, 2011.

126. In total, \$19,711.90 of proceeds remains unaccounted.

127. The ending balance for the June 2011 IOA Statement was \$812.97.

## CONCLUSION

### **I. Total Funds and Assets Missing**

128. Pursuant to the above, the following constitutes the funds and proceeds from the mortgages, known and based on Mims' own records, to be held and retained by Mims (without any contrary documentary evidence):

	<b>MORTGAGE</b>	<b>FUNDS RETAINED BY MIMS OR MISSING</b>
1.	2008 LI Capital Mortgage	\$113,425.23
2.	2008 Solomon Mortgage	\$123,179.23
3.	2009 LI Capital Mortgage	\$135,000.00
4.	2009 Solomon Mortgage	\$70,000.00
5.	Gross/Wheatley Mortgage	\$126,226.17
6.	Schembri Mortgage	\$48,550.00
7.	Olivo Mortgage	\$19,711.90
	<b>TOTAL</b>	<b>\$636,092.53<sup>14</sup></b>

### **A. Additional Legal Fees Paid Mims by the Silver Sands**

129. Inexplicably, Mims collected attorneys' fees on the mortgage transactions in the known aggregate amount of \$13,500.00.

130. However, over the course of 3 years allegedly representing the Silver Sands Plaintiffs, Mims was paid a total of \$155,000.00<sup>15</sup> in legal fees as demanded through wires and direct deposits to his bank accounts (upon information and belief, both escrow and personal).

### **B. The Silver Sands Plaintiffs' Need for Discovery**

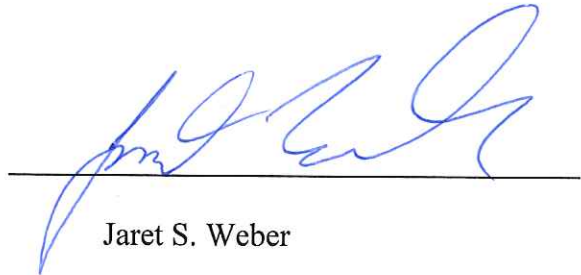
131. As illustrated throughout this submission, Mims has failed to produce documentary evidence with regard to the missing funds and proceeds.

<sup>14</sup> The figure of \$636,092.53 is not inclusive of the other disbursements through checks or other means for which Mims failed to produce any documentation or evidence thereof. For example, while non-cash withdrawals of \$367,257.08 were drawn from the BOA Mims IOLA Account in May 2008, only approximately \$200,000.00 of the withdrawals covered legitimate expenses of the Silver Sands Plaintiffs. Therefore, as approximately \$136,000.00 of withdrawals remains unaccounted for, that amount could be added to the total of funds retained by Mims raising the amount to approximately \$775,000.00.

<sup>15</sup> All documentation of these legal fee payments will be produced upon request of the Court.

132. The Silver Sands Plaintiffs, if enabled to continue discovery in the Supreme Court Action, will be able to obtain documentation from Mims, as well as testimony, including but not limited to all of the missing bank statements, checks, and more significantly tax returns as further evidence or indicia of funds that were maintained and declared to the IRS.

133. The Silver Sands Plaintiffs respectfully request that the Court lift the automatic stay to allow the Supreme Court Action to continue, or in the alternative, if the Court chooses to investigate these missing funds, as they would constitute assets for the secured creditors in the bankruptcy filing, the Court lift the stay to allow prosecution on all other causes of action and claims by the Silver Sands Plaintiffs.



---

Jaret S. Weber

Dated: Melville, New York  
December 30, 2015



**EXHIBIT A**

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK

In re: JERRY MIMS

Debtor(s).

**STIPULATION**  
**LIFTING STAY**

Chapter 13  
Case No.: 15-73752-LAS

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned debtor Jerry M. Mims ("Mims") and counsel, Weber Law Group LLP ("WLG") for specific non-parties hereto, agree as follows:

WHEREAS, On September 1, 2015, pursuant to the Bankruptcy Code, Mims filed Petition for Chapter 13 Bankruptcy under Case No. 15-73752-LAS (the "Bankruptcy Petition").

WHEREAS, Pursuant to the Bankruptcy Petition and pursuant to 11 USCA § 362, there was an automatic stay placed on the continuation of any legal proceedings involving Mims.

WHEREAS, Mims is a defendant in an action commenced in Supreme Court, Suffolk County under Index No. 13490/2013 (the "Supreme Court Action"), in which, there are causes of actions against Mims by Plaintiffs for monetary damages, as well as cross-claims as against Mims by multiple co-defendants for monetary damages and indemnification.

WHEREAS, On October 28, 2015, Mims, orally and pursuant to a Compliance Conference Order, waived the automatic stay for the limited purposes of participating fully in the Supreme Court Action. Annexed hereto as Exhibit A is a true and correct copy of the Compliance Conference Order.



WHEREAS, Thereafter, Mims filed a Notice of Motion to lift stay to participate fully in the Supreme Court action. Annexed hereto as Exhibit B is a true and correct copy of the Motion to lift stay.

WHEREAS, On December 8, 2015, the Motion's return date, both Mims and Weber appeared before the Court to request the lifting of the stay.

WHEREAS, The Court ordered that a stipulation, by and between Mims and Weber, requesting such relief, be submitted and filed for consideration by the Court.

NOW THEREFORE, Mims and Weber, pursuant to the Orders of this Court,

1. Mims and Weber submit and file this stipulation to the Court requesting and agreeing to the lifting of the stay pursuant to 11 USCA § 362 for the purposes of allowing Mims to fully participate and litigate any and all claims alleged and any related claim as may be adjudicated throughout the Supreme Court Action by Plaintiffs or any co-defendant as against Mims in the Supreme Court Action.

2. Facsimile signatures herein shall be as binding as original signatures and may be provided to the Court with the same effect as if the original had been filed.

Dated: Melville, New York  
December , 2015

WEBER LAW GROUP

By: 

Jaret S. Weber, Esq.  
290 Broadhollow Road, Suite 200E  
Melville, New York 11747-4818  
Tel. (631) 549-2000  
Fax. (631) 549-2015

By: 

Jerry Marvin Mims  
130 Barton Avenue  
Patchogue, New York 11772

**EXHIBIT B**



May 8, 2008

Long Island Capital Management Corp.  
45 Moores Hill Road  
Oyster Bay, New York 11771

Certilman Balin Adler & Hyman, LLP  
90 Merrick Avenue – 9<sup>th</sup> Floor  
East Meadow, New York 11554

Re: \$750,000.00 Mortgage Loan to Jean Jurzenia Burden a/k/a  
Jean J. Burden a/k/a Jean Burden a/k/a Jean Jurzenia  
Keefe and Edward Jurzenia a/k/a Edward P. Zurzenia,  
from Long Island Capital Management Corp.

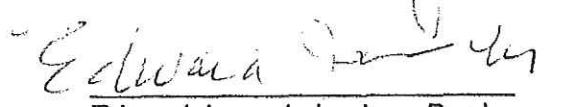
Ladies and Gentlemen:

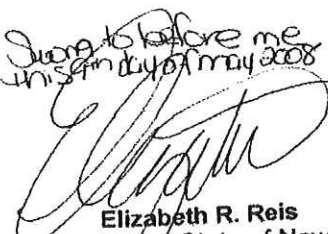
Kindly disburse proceeds of the above-referenced loan, as follows:

1)	Bank Check to	\$
2)	Escrow Check to Long Island Capital Management Corp.	\$ 157,500.00
3)	Escrow Check to AJG Capital Group	\$ 22,500.00
4)	Escrow Check to Certilman Balin Adler & Hyman, LLP	\$ 9,000.00
5)	Escrow Check to Elizabeth Reis	<del>\$ 400,000.00</del>
6)	Escrow Check to Excel Abstract, Inc.	\$ 47,837.44
7)	Escrow Check to	237,237.44
8)	Wire transfer to IOLA account of the Law Office of Jerry M. Mims PC Bank of America wire # 00260009593 Account # [REDACTED] 2813 Main St Patchogue Law Office of Jerry M. Mims IOLA Account	\$ 512,762.54
		= \$ 750,000.00

Very truly yours,

  
Jean Jurzenia Burden

  
Edward Jurzenia by Jean Burden  
his attorney in fact

*Sworn to before me  
this 8th day of May 2008*  
  
Elizabeth R. Reis  
Notary Public, State of New York  
No. 01RE6082633  
Qualified in Suffolk County  
Expiration Date 11/11/10

2048271.1

**EXHIBIT C**



Bank of America, N.A.  
P.O. Box 25118  
Tampa, FL 33622-5118

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Statement Period  
05/01/08 through 05/31/08  
R00 P PC 0C 61 030  
Enclosures 12  
Account Number [REDACTED] 2819



02487 001 SCH999 I 54 0

JERRY M MIMS ATTY  
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Or you may write to:  
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P.O. Box 25118  
Tampa, FL 33622-5118

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JERRY M MIMS ATTY  
IOLA FUND

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Statement Period  
05/01/08 through 05/31/08  
EOB P PC OC 61  
Enclosures 12  
Account Number [REDACTED] 2813

### Deposit Accounts

#### Public Service Trust Account

JERRY M MIMS ATTY IOLA FUND

#### Your Account at a Glance

Account Number	[REDACTED] 2813	Statement Beginning Balance	\$15.14
Statement Period	05/01/08 through 05/31/08	Amount of Deposits/Credits	\$516,875.47
Number of Deposits/Credits	5	Amount of Withdrawals/Debits	\$416,702.31
Number of Withdrawals/Debits	27	Statement Ending Balance	\$99,988.30
Number of Days in Cycle	31	Average Ledger Balance	\$114,887.16
		Service Charge	\$0.00

#### Deposits and Credits

Date Posted	Amount (\$)	Description	Bank Reference
05/02	2,000.00	Counter Credit	813004570291739
05/06	165.00	Counter Credit	813005770434606
05/07	1,547.91	Counter Credit	813004170518086
05/12	512,762.66	Wire Type:Wire IN Date: 080612 Time:1711 Et Trn:2008051200245504 Seq:N431923/001134 Orig:Certilman Balin Adler & H ID:3124008747 Snd Bk:Capital One, N.A. ID:021407912	903705120245504
05/14	200.00	Counter Credit	813004470274464

#### Withdrawals and Debits

#### Other Debits

Date Posted	Amount (\$)	Description	Bank Reference
05/05	1,500.00	NY Tlr cash withdrawal from Chk 2813 Banking Ctr Patchogue #0000041 NY Confirmation# 9819784027	957505059939634
05/06	500.00	NY Tlr cash withdrawal from Chk 2813 Banking Ctr Patchogue #0000041 NY Confirmation# 0082529899	957505069957801
05/07	175.00	NY Tlr cash withdrawal from Chk 2813 Banking Ctr Patchogue #0000041 NY Confirmation# 0178683851	957505079949082
05/08	1,500.00	NY Tlr cash withdrawal from Chk 2813 Banking Ctr Patchogue #0000041 NY Confirmation# 0276404916	957505089966595
05/13	118,000.00	Counter Debit	813005870636323 ✓
05/13	21,000.00	Counter Debit	813005870636298 ✓
05/13	6,765.00	Counter Debit	813005870636296 ✓
05/13	3,000.00	NY Tlr cash withdrawal from Chk 2813 Banking Ctr Patchogue #0000041 NY Confirmation# 0695758949 ✓	957505189981925 ✓





JERRY M MIMS ATTY  
IOLA FUND

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Statement Period  
06/01/08 through 05/31/08  
EOB P PC OC 61 036  
Enclosures 12  
Account Number [REDACTED] 2813

**Withdrawals and Debits - Continued**  
**Other Debits**

Date Posted	Amount (\$)	Description	Bank Reference
05/14	55,352.06	Counter Debit	813004470274332 ✓
05/14	50,000.00	Counter Debit	813004470274463 ✓
05/14	20,000.00	Check #0000000000 From 009999999999 005870636286	955205130005662 ✓
05/14	3,613.87	Counter Debit	813004470274467 ✓
05/14	9,500.00	NY Tlr cash withdrawal from Chk 2813 Banking Ctr Patchogue #0000041 NY Confirmation# 0775508200	957505149968091 ✓
05/15	20,000.00	Counter Debit	813005870123297 ✓
05/15	15,000.00	NY Tlr cash withdrawal from Chk 2813 Banking Ctr Patchogue #0000041 NY Confirmation# 0866221950	957505159923295 ✓
05/19	20,000.00	Counter Debit	813005670955831 ✓
05/19	4,600.00	Counter Debit	813005670955837 ✓
05/19	8,000.00	NY Tlr cash withdrawal from Chk 2813 Banking Ctr Patchogue #0000041 NY Confirmation# 1037306417	957505199929642 ✓
05/20	3,454.15	Counter Debit	813004370825053 ✓
05/20	4,000.00	NY Tlr cash withdrawal from Chk 2813 Banking Ctr Patchogue #0000041 NY Confirmation# 1310146967	957505209931266 ✓
05/21	4,490.00	Counter Debit	813004170907548 ✓
05/23	1,402.23	NY Tlr cash withdrawal from Chk 2813 Banking Ctr Patchogue #0000041 NY Confirmation# 1562378165	957505239942764 ✓
05/23	500.00	NY Tlr cash withdrawal from Chk 2813 Banking Ctr Patchogue #0000041 NY Confirmation# 1562279674	957505239941194
05/27	40,000.00	Counter Debit	813005870026652 ✓
05/27	850.00	NY Tlr cash withdrawal from Chk 2813 Banking Ctr Patchogue #0000041 NY Confirmation# 1909282753	957505279902378
05/29	2,000.00	NY Tlr cash withdrawal from Chk 2813 Banking Ctr Patchogue #0000041 NY Confirmation# 2074501077	957505299998579
05/30	1,500.00	NY Tlr cash withdrawal from Chk 2813 Banking Ctr Patchogue #0000041 NY Confirmation# 2163125799	957505309935281

**Daily Ledger Balances**

Date	Balance (\$)	Date	Balance (\$)	Date	Balance (\$)
05/01	16.14	05/12	512,815.61	05/21	146,240.53
05/02	2,015.14	05/13	364,050.61	05/22	144,338.30
05/05	515.14	05/14	225,784.68	05/27	103,488.30
05/06	180.14	05/15	190,784.68	05/29	101,488.30
05/07	1,553.05	05/19	158,184.68	05/30	99,988.30
05/08	53.05	05/20	150,730.53		

**EXHIBIT D**



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E90 P PC 0C 61  
Enclosures 1  
Account Number. [REDACTED] 2812



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JERRY M MIMS ATTY  
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Statement Period  
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Enclosures 1  
Account Number [REDACTED] 2813

### Deposit Accounts

#### Public Service Trust Account

JERRY M MIMS ATTY IOLA FUND

#### Your Account at a Glance

Account Number	[REDACTED] 2813	Statement Beginning Balance	\$99,988.30
Statement Period	06/01/08 through 06/30/08	Amount of Deposits/Credits	\$3,047.91
Number of Deposits/Credits	2	Amount of Withdrawals/Debits	\$21,988.00
Number of Withdrawals/Debits	9	Statement Ending Balance	\$81,048.21
Number of Days in Cycle	30	Average Ledger Balance	\$89,090.93
		Service Charge	\$0.00

#### Deposits and Credits

Date Posted	Amount (\$)	Description	Bank Reference
06/18	3,000.00	Counter Credit	813005670745660
06/20	47.91	Counter Credit	813005670376486

#### Withdrawals and Debits

##### Other Debits

Date Posted	Amount (\$)	Description	Bank Reference
06/02	5,000.00	Counter Debit	813005870845194 ✓
06/02	3,000.00	NY Tlr cash withdrawal from Chk 2813 Banking Ctr Patchogue #0000041 NY Confirmation# 2424130613	957506029989966 ✓
06/02	500.00	NY Tlr cash withdrawal from Chk 2813 Banking Ctr Patchogue #0000041 NY Confirmation# 2424212759	957506029941288 ✓
06/06	300.00	NY Tlr cash withdrawal from Chk 2813 Banking Ctr Patchogue #0000041 NY Confirmation# 2775327570	957506069905322 ✓
06/10	1,188.00	NY Tlr cash withdrawal from Chk 2813 Banking Ctr Patchogue #0000041 NY Confirmation# 3120270919	957506109999448 ✓
06/18	1,000.00	NY Tlr cash withdrawal from Chk 2813 Banking Ctr Patchogue #0000041 NY Confirmation# 3802516271	957506189992225 ✓
06/20	1,500.00	NY Tlr cash withdrawal from Chk 2813 Banking Ctr Patchogue #0000041 NY Confirmation# 3978833599	957506209988001 ✓
06/28	5,000.00	NY Tlr cash withdrawal from Chk 2813 Banking Ctr Patchogue #0000041 NY Confirmation# 4233240307	957506239970712 ✓



H



JERRY M MIMS ATTY  
IOLA FUND

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Statement Period  
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EOB P PC OC 61 02  
Enclosures 1  
Account Number [REDACTED] 2813

**Withdrawals and Debits - Continued  
Other Debits**

Date Posted	Amount (\$)	Description	Bank Reference
06/27	4,500.00	NY Tr cash withdrawal from Chk 2813 Banking Ctr Patchogue #0000041 NY Confirmation# 4581789224	957506279971383

**Daily Ledger Balances**

Date	Balance (\$)	Date	Balance (\$)	Date	Balance (\$)
06/01	99,988.30	06/10	90,000.30	06/23	85,548.21
06/02	91,488.30	06/18	92,000.30	06/27	81,048.21
06/06	91,188.30	06/20	90,548.21		

## How To Balance Your Bank of America Account

**FIRST, start with your Account Register/Checkbook:**

- |   |          |
|---|----------|
| 1. List your Account Register/Checkbook Balance here .....  | \$ ..... |
| 2. Subtract any service charges or other deductions not previously recorded that are listed on this statement. .... | \$ ..... |
| 3. Add any credits not previously recorded that are listed on this statement (for example interest) .....           | \$ ..... |
| 4. This is your <b>NEW ACCOUNT REGISTER BALANCE</b> .....   | \$ ..... |

**NOW, with your Account Statement:**

1. List your Statement Ending Balance here ..... \$
2. Add any deposits not shown on this statement ..... \$

**SUBTOTAL** ..... \$ 11.00

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

[illegible]

- |  |  |    |
|--|--|----|
| 4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals                     |  | \$ |
| 5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal |  | \$ |
| This Balance should match your new Account Register Balance  |  | \$ |

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

## IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

**Change of Address.** Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

**Deposit Agreement.** When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

**Electronic Transfers:** In case of errors or questions about your electronic transfers

If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- \* Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

**Reporting Other Problems.** You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree not to make a claim against us for the problems or unauthorized transactions.

**Direct Deposits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.



**EXHIBIT E**





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E00 P PC 00 61 037  
Enclosures 4  
Account Number [REDACTED] 2813



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JERRY M MIMS ATTY  
IOLA FUND

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Statement Period  
07/01/08 through 07/31/08  
000 P PC 0C 61  
Enclosures 4  
Account Number [REDACTED] 2813

### Deposit Accounts

#### Public Service Trust Account

JERRY M MIMS ATTY IOLA FUND

#### Your Account at a Glance

Account Number	[REDACTED] 2813	Statement Beginning Balance	\$81,048.21
Statement Period	07/01/08 through 07/31/08	Amount of Deposits/Credits	\$0.00
Number of Deposits/Credits	0	Amount of Withdrawals/Debits	\$28,048.21
Number of Withdrawals/Debits	6	Statement Ending Balance	\$53,000.00
Number of Days in Cycle	31	Average Ledger Balance	\$64,622.23
		Service Charge	\$0.00

#### Withdrawals and Debits

##### Other Debits

Date Posted	Amount (\$)	Description	Bank Reference
07/03	9,500.00	NY Tlr cash withdrawal from Chk 2813 Banking Ctr Patchogue #0000041 NY Confirmation# 5106335133	957507039990618 ✓
07/07	1,548.21	Counter Debit	813004670879408 ✓
07/11	3,000.00	Counter Debit	813004770555852 ✓
07/14	6,000.00	Counter Debit	813004970522846 ✓
07/29	2,000.00	Counter Debit	813004470846011 ✓
07/29	6,000.00	NY Tlr cash withdrawal from Chk 2813 Banking Ctr Patchogue #0000041 NY Confirmation# 7344023513	957507299979805 ✓

#### Daily Ledger Balances

Date	Balance (\$)	Date	Balance (\$)	Date	Balance (\$)
07/01	81,048.21	07/07	70,000.00	07/14	61,000.00
07/03	71,548.21	07/11	67,000.00	07/29	53,000.00

**EXHIBIT F**

JERRY M MIMS ATTY  
IOLA FUND

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Statement Period  
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EBO P FC OC 61  
Enclosures 1  
Account Number 2813

### Deposit Accounts

#### Public Service Trust Account

JERRY M MIMS ATTY IOLA FUND

#### Your Account at a Glance

Account Number	2813	Statement Beginning Balance	\$53,000.00
Statement Period	08/01/08 through 08/31/08	Amount of Deposits/Credits	\$4,195.82
Number of Deposits/Credits	2	Amount of Withdrawals/Debits	\$10,300.00
Number of Withdrawals/Debits	5	Statement Ending Balance	\$46,895.82
Number of Days in Cycle	31	Average Ledger Balance	\$49,832.65
		Service Charge	\$0.00

#### Deposits and Credits

Date Posted	Amount (\$)	Description	Bank Reference
08/11	4,000.00	Counter Credit	813004370881839
08/11	195.82	Counter Credit	813004470928701

#### Withdrawals and Debits

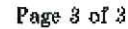
##### Other Debits

Date Posted	Amount (\$)	Description	Bank Reference
08/01	1,000.00	Counter Debit	813004170845501
08/11	5,500.00	NY Tlr cash withdrawal from Chk 2813 Banking Ctr Patchogue #0000041 NY Confirmation# 8467167363	957508119989491 ✓
08/11	300.00	NY Tlr cash withdrawal from Chk 2813 Banking Ctr Patchogue #0000041 NY Confirmation# 8295684634	957508119932804
08/21	2,500.00	NY Tlr cash withdrawal from Chk 2813 Banking Ctr Patchogue #0000041 NY Confirmation# 9342564030	957508219991292
08/26	1,000.00	NY Tlr cash withdrawal from Chk 2813 Banking Ctr Patchogue #0000041 NY Confirmation# 9767444068	957508269920373

#### Daily Ledger Balances

Date	Balance (\$)	Date	Balance (\$)
08/01	52,000.00	08/21	47,395.82
08/11	50,395.82	08/26	46,895.82



**Equal Housing Lender**



**EXHIBIT G**



H

JERRY M MIMS ATTY  
IOLA FUND

Page 2 of 3  
Statement Period  
09/01/08 through 09/30/08  
EO P PC OC 61  
Enclosures 1  
Account Number [REDACTED] 2813

### Withdrawals and Debits

#### Other Debits

Date Posted	Amount (\$)	Description	Bank Reference
09/02	6,800.00	NY Tlr cash withdrawal from Chk 2813 Banking Ctr Patchogue #0000041 NY Confirmation# 0372712199	957509029952407 ✓
09/05	5,000.00	NY Tlr cash withdrawal from Chk 2813 Banking Ctr Patchogue #0000041 NY Confirmation# 0633963516	957509059963723 ✓
09/08	5,000.00	NY Tlr cash withdrawal from Chk 2813 Banking Ctr Patchogue #0000041 NY Confirmation# 0717049760	957509089969163 ✓
09/09	1,000.00	Counter Debit	813004370401558
09/09	20,000.00	NY Tlr transfer to Chk 2828 Banking Ctr Patchogue #0000041 NY Confirmation# 0972435280	957509097516355 ✓
09/09	8,000.00	NY Tlr cash withdrawal from Chk 2813 Banking Ctr Patchogue #0000041 NY Confirmation# 0972854452	957509099982839 ✓
09/09	1,000.00	NY Tlr cash withdrawal from Chk 2813 Banking Ctr Patchogue #0000041 NY Confirmation# 0972927467	957509099983481
09/15	85.00	NY Tlr cash withdrawal from Chk 2813 Banking Ctr Patchogue #0000041 NY Confirmation# 1324389351	957509159986459

#### Daily Lodger Balances

Date	Balance (\$)	Date	Balance (\$)	Date	Balance (\$)
09/01	46,895.82	09/05	35,095.82	09/09	95.82
09/02	40,095.82	09/08	30,095.82	09/15	10.82





**FIRST, start with your Account Register/Checkbook:**

- NOW, with your Account Statement:**

- SUBTOTAL** ..... \$ .....

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals \_\_\_\_\_ \$

5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal  
This Balance should match your new Account Register Balance \_\_\_\_\_ \$

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

**Change of Address.** Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

**Deposit Agreement.** When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

**Electronic Transfers:** In case of errors or questions about your electronic transfers

If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- \* Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

**Reporting Other Problems.** You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases 30 days or less), we are not liable to you for, and you agree not to make a claim against us for the problems or unauthorized transactions.

**Direct Deposits.** If you have arranged to have direct deposits made to your account at least once every 80 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.





**EXHIBIT H**

No. 1492

SOMER ESTRIN ESQ.

IOLA ACCOUNT  
P.O. BOX 390  
MOUNT SINAI, NY 11766

50-546/214

DATE 11/19/08

Pay to the order of *Harry Mims Eay Esq Attorney* \$123,179.<sup>23</sup><sub>00</sub>  
*One Hundred & Twenty-Three Thousand & One Hundred Seventy Nine and 23/100*

SUFFOLK COUNTY  
NATIONAL BANK

530 EASTERN ST. • PORT JEFFERSON, NEW YORK 11777  
WWW.SCB.COM

*Somer Estrin*

*Part of property of Solomon Islands*  
*Depository account*  
# 1489

**EXHIBIT I**

June 24, 2009

Long Island Capital Management Corp.  
45 Moores Hill Road  
Oyster Bay, New York 11771

Certilman Balin Adler & Hyman, LLP  
90 Merrick Avenue – 9<sup>th</sup> Floor  
East Meadow, New York 11554

Re: \$1,650,000.00 Consolidated Mortgage Loan to Silver Sands Motel, Inc.,  
Jean J. Burden a/k/a Jean Jurzenia Burden a/k/a Jean J. Keefe a/k/a Jean  
Jurzenia Keefe and Edward P. Jurzenia a/k/a Edward Zurzenia from Long  
Island Capital Management Corp.

Ladies and Gentlemen:


Kindly disburse proceeds of the above-referenced loan, as follows:

1)	Deducted from Loan Proceeds by Long Island Capital Management Corp.	\$ 361,833.33
2)	Escrow Check to AJG Capital Group	\$ 49,500.00
3)	Escrow Check to Certilman Balin Adler & Hyman, LLP	\$ 15,100.00
4)	Escrow Check to Philip Solomon	\$ 203,188.98
5)	Escrow Check to Somer Estrin	\$ 250.00
6)	Escrow Check to Sheriff of Suffolk County	\$ 19,307.84
7)	Escrow Check to Patricia Chessman	\$ 350.00
8)	Escrow Check to Brightwaters Abstract, Inc.	\$ 30,098.00
9)	Jean J. Burden	\$ 85,371.85
10)	Escrow Check to Jerry Mims, Esq.	\$ 135,000.00
10)	Previously disbursed on May 9, 2008	\$ 750,000.00
		<u>\$1,650,000.00</u>

Very truly yours,  
Silver Sands Motel, Inc.

By:   
Jean J. Burden, President

  
Jean J. Burden

  
Edward P. Jurzenia by J  
Jean J. Burden, his attorney in fact

Accepted & Agreed to:

  
Jerry M. Mims, Esq.



**EXHIBIT J**

<b>CERTILMAN, BALIN, ADLER &amp; HYMAN, LLP</b> <b>ATTORNEY ESCROW ACCOUNT DISBURSEMENT</b>		<b>32874</b>
90 MERRICK AVE EAST MEADOW, NY 11554		DATE <b>06/24/2009</b>
PAY TO THE ORDER OF <b>JERRY MIMS, ESQ.</b>		\$ <b>\$135,000.00</b>
one hundred thirty-five thousand dollars and zero cents		DOLLARS <input checked="" type="checkbox"/>
<b>Capital One Bank</b>		
062874	06272.0008	BURDEN, JEAN
FOR		

**EXHIBIT K**

## LOAN PROCEEDS SHEET

Date Closed 12/15/09Disbursement closed 12/21/09Mortgagor JEAN J BORDEN  
WALTER H BORDEN IIIMortgagee: PHILIP & ROSEMARY SOLOMONPremises: 1090/1091 COVE CIRCLE GREENBART, N.Y.Amount of Mortgage \$ 550,000.00

Mortgage Proceeds Drawn as Follows:

Check number	To Whom	Amount
<u>#1644</u>	<u>MARK ROSEN BLOOM ESQ PLLC</u>	<u>380,000.00</u>
<u>#1643</u>	<u>AFFIRMATIVE LAND SERVICES</u>	<u>15,893.92</u>
<u>#1645</u>	<u>S. ESTRIN (LEGAL FEE)</u>	<u>4,750.00</u>
<u>#1646</u>	<u>SUSAN ESTRIN (CLOSER)</u>	<u>250.00</u>
<u>#1647</u>	<u>FIVE STAR COVERAGE</u>	<u>12,000.00</u>
<u>#1648</u>	<u>JERRY M. MIMS</u>	<u>6,000.00</u>
<u>#1649</u>	<u>JERRY M. MIMS AS ATTY.</u>	<u>70,000.00</u>
<u>WIRED</u>	<u>JEAN J. BORDEN</u> <u>WALTER H BORDEN III</u>	<u>61,106.08</u>
	<u>TOTAL</u>	<u>550,000.00</u>

MORTGAGORS:

+ [Signature]

+ Walter Borden III

[Signature]  
his attorney a fee




**EXHIBIT L**

TT AD

**SOMER ESTRIN ESQ.**  
IOLA ACCOUNT  
P.O. BOX 390  
MOUNT SINAI, NY 11766

12/24/04 50-546/214

*Barb*  
The order of *Barb*  
*Levent M. Numa as attorney*  
*Levent - Thousands for* \$ *70,000.00*

 **SUFFOLK COUNTY  
NATIONAL BANK**  
228 EAST MAIN ST. / NORTH LEEFARSON, NEW YORK 11777  
www.sfb.com

*Levent - Barbra*

*Barbra*

107

**EXHIBIT M**

**ANTHONY T. CONFORTI**  
**TRUST ACCOUNT**  
140 FELL COURT, SUITE 303  
HAUPPAUGE, NY 11788

6428

DATE 12/15/10 1-32/210 NY  
60307

PAY TO THE ORDER OF Jerry M. Mims as Attorney \$ 126,226.17

One hundred twenty six thousand two hundred twenty six and 17/100 DOLLARS


**Bank of America**  
ACH R/T 021000322

FOR Gross & Wheatley w/Burden & Jurzenia 151 MP

*12/15/10 Chk to  
J Mims  
①*



**EXHIBIT N**

<b>DAVID B. PROKOP, ESQ.</b> <b>ESCROW ACCOUNT</b> 131 ROUTE 25A ROCKY POINT, NY 11778-9098		9363
Pay to the Order of <u>Payee's in advance</u>		Date <u>4/2/11</u>
<u>Eight Thousand Five Hundred Fifty</u> Dollars		\$ <u>8,550</u>
<b>Capital One Bank</b> Capital One, N.A.		
FOR <u>[REDACTED]</u>		AP <u>[Signature]</u>

**EXHIBIT O**





**Sean M. Walter, P.C.** – attorney fee paid by  
check # of Sean M. Walter, PC IOLA  
account drawn on Suffolk County National  
Bank

\$ 750.00

**Richard D. Olivo**, mortgagee:

Loan Points fee – 3% = \$16,500.00 paid as follows:

1) Check # of Sean M. Walter, PC IOLA account  
drawn on Suffolk County National Bank and payable to  
Sean M. Walter, P.C. for attorney fee in the sum of: \$ 100.00

2) 1) Check # of Sean M. Walter, PC IOLA account  
drawn on Suffolk County National Bank and payable to  
Richard D. Olivo in the sum of: \$16,400.00

Total due to Richard D. Olivo, mortgagee:

\$16,500.00

**Hamlet Title Agency, Inc.** – title charges  
paid by check # of Sean M. Walter, PC IOLA  
account drawn on Suffolk County National Bank

\$21,242.03

**Suffolk County Treasurer's Office** – 2009/10 Real  
Estate Tax arrears tax redemption in the amount of  
\$14,180.26 paid by check# of Sean M. Walter, PC  
IOLA account drawn on Suffolk County National Bank

\$14,180.26

52,672.29.

**Walter H. Burden and Jean J. Burden** –  
paid by bank check # of Sean M. Walter, PC  
IOLA account drawn on Suffolk County National  
Bank – balance of proceeds

→ \$497,327.71

TOTAL MORTGAGE LOAN AMOUNT paid out:

=====

\$550,000.00

**EXHIBIT P**



JPMorgan Chase Bank, N.A.  
P O Box 659754  
San Antonio, TX 78265-9754

June 01, 2011 through June 30, 2011  
Account Number: [REDACTED] 564

00029752 DRE 802 141 18211 - NNNNNNNNNN T 1 000000000 62 0000  
LAW OFFICE OF JERRY M MIMS  
IOLA TRUST ACCOUNT  
130 BARTON AVE  
PATCHOGUE NY 11772-1402

#### CUSTOMER SERVICE INFORMATION

Web site: **Chase.com**  
Service Center: **1-800-242-7338**  
Hearing Impaired: **1-800-242-7383**  
Para Espanol: **1-888-622-4273**  
International Calls: **1-713-262-1679**



#### Effective July 17, 2011, we are making changes to the following sections of our Funds Availability Policy for business accounts:

"For Chase Commercial Checking (with or without Interest):"

"Next Day Availability:" If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day we receive your deposit:

- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders that are payable to you.
- State and Local government checks that are payable to you if you use a special deposit slip available at any branch upon request.
- Cashier's, certified, and teller's checks that are payable to you if you use a special deposit slip available at any branch upon request.

"Second Business Day Availability:" At least the first \$200 of these deposits will be available on the first business day after the day of your deposit.

"Longer Delays May Apply:"

"For all business accounts other than Chase Commercial Checking (with or without interest):" At least the first \$200 of these deposits will be available on the first business day after the day of your deposit.

All other terms of your account remain the same. If you have any questions, please call us at 1-800-CHASE38 (1-800-242-7338).

#### CHECKING SUMMARY

IOLTA Account

	INSTANCES	AMOUNT
<b>Beginning Balance</b>		<b>\$377.18</b>
Deposits and Additions	5	498,459.48
Checks Paid	45	- 102,231.90
Electronic Withdrawals	1	- 395,291.72
Fees and Other Withdrawals	2	- 500.07
<b>Ending Balance</b>	<b>53</b>	<b>\$812.97</b>
Interest Earned This Period		\$0.07
Interest Paid Year-to-Date		\$0.76



June 01, 2011 through June 30, 2011  
Account Number: [REDACTED] 64

## BALANCING YOUR CHECKBOOK

**Note:** Ensure your checkbook register is up to date with all transactions to date whether they are included on your statement or not.

1. Write in the Ending Balance shown on this statement: **Step 1 Balance:** \$ \_\_\_\_\_

2. List and total all deposits & additions not shown on this statement:

Date	Amount	Date	Amount	Date	Amount
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

**Step 2 Total:** \$ \_\_\_\_\_

3. Add Step 2 Total to Step 1 Balance.

**Step 3 Total:** \$ \_\_\_\_\_

4. List and total all checks, ATM withdrawals, debit card purchases and other withdrawals not shown on this statement.

Check Number or Date	Amount	Check Number or Date	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Step 4 Total:** -\$ \_\_\_\_\_

5. Subtract Step 4 Total from Step 3 Total. This should match your Checkbook Balance: \$ \_\_\_\_\_

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:** Call or write us at the phone number or address on the front of this statement (non-personal accounts contact Customer Service) if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

**IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS:** Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account.



JPMorgan Chase Bank, N.A. Member FDIC





June 01, 2011 through June 30, 2011  
Account Number: [REDACTED]

## DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
06/01	Deposit 895406445	\$497,327.71
06/08	Deposit 229803215	31.70
06/13	Deposit 890617032	900.00
06/15	Deposit 889417582	200.00
06/30	Interest Payment	0.07
<b>Total Deposits and Additions</b>		<b>\$498,459.48</b>

## CHECKS PAID

CHECK NO.	DESCRIPTION	DATE PAID	AMOUNT	
3337 ^		06/08	\$15,000.00	Anthony
3368 * ^		06/08	59.76	
3370 * ^	06/02	06/02	3,500.00	
3372 * ^	06/03	06/03	450.00	
3373 ^	06/01	06/01	150.00	
3375 * ^		06/02	16,500.00	P M Gdwin
3377 * ^		06/02	6,588.97	Tax
3378 ^		06/02	3,719.58	Taxes
3379 ^		06/02	10,308.53	Taxes
3380 ^		06/02	1,339.06	Taxes
3381 ^		06/02	1,264.66	Taxes
3382 ^		06/02	3,000.00	Five Star
3383 ^		06/06	800.00	Land Surveyor
3385 * ^		06/02	16,500.00	Anthony G. Gils
3386 ^	06/02	06/02	2,000.00	
3388 * ^	06/02	06/02	7,500.00	me
3389 ^		06/08	1,750.00	
3391 * ^		06/07	395.00	
3392 ^	06/06	06/06	200.00	
3393 ^	06/06	06/06	500.00	
3394 ^		06/17	89.64	
3397 * ^	06/07	06/07	500.00	
3398 ^	06/08	06/08	1,200.00	
3399 ^	06/08	06/08	1,500.00	
3400 ^	06/13	06/13	500.00	
3401 ^	06/13	06/13	500.00	
3402 ^	06/11	06/13	600.00	
3403 ^		06/22	89.64	
3404 ^	06/14	06/14	400.00	
3405 ^	06/15	06/15	300.00	
3406 ^		06/16	500.00	
3407 ^	06/17	06/17	200.00	
3408 ^	06/16	06/16	150.00	
3409 ^	06/18	06/20	500.00	
3410 ^	06/21	06/21	550.00	
3411 ^	06/17	06/17	350.00	



102975202020000000062



June 01, 2011 through June 30, 2011  
Account Number: [REDACTED] 64

## CHECKS PAID (continued)

CHECK NO.	DESCRIPTION	DATE PAID	AMOUNT
3412 ^		06/28	62.06
3413 ^		06/23	45.00
3414 ^	06/22	06/22	250.00
3415 ^	06/22	06/22	300.00
3416 ^	06/24	06/24	200.00
3417 ^	06/28	06/28	120.00
3418 ^		06/28	150.00
3421 * ^	06/29	06/29	450.00
3423 * ^	06/30	06/30	1,200.00

**Total Checks Paid** **\$102,231.90**

If you see a description in the Checks Paid section, it means that we received only electronic information about the check, not the original or an image of the check. As a result, we're not able to return the check to you or show you an image.

\* All of your recent checks may not be on this statement, either because they haven't cleared yet or they were listed on one of your previous statements.

^ An image of this check may be available for you to view on Chase.com.

## ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
06/02	06/02 Fedwire Debit Via: North Fork Bank/021407912 A/C: Certilman Balin Adler & Hyman Ref: Reference Long Island Capital Management Corp. - Silver Sands Motel Imad: 0602B1Qgc01C002021 Trn: 0533900153Es	\$395,291.72

**Total Electronic Withdrawals** **\$395,291.72**

## FEES AND OTHER WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
06/06	06/04 Withdrawal	\$500.00
06/30	Service Fee	0.07

**Total Fees & Other Withdrawals** **\$500.07**

## DAILY ENDING BALANCE

DATE	AMOUNT	DATE	AMOUNT
06/01	\$497,554.89	06/17	4,729.67
06/02	30,042.37	06/20	4,229.67
06/03	29,592.37	06/21	3,679.67
06/06	27,592.37	06/22	3,040.03
06/07	26,697.37	06/23	2,995.03
06/08	7,219.31	06/24	2,795.03
06/13	6,519.31	06/28	2,462.97
06/14	6,119.31	06/29	2,012.97
06/15	6,019.31	06/30	812.97
06/16	5,369.31		

Chase Online

Thursday, May 22, 2014

## Check Details for Check Number 3337

Post Date	Amount	Account number	Routing number
06/08/2011	\$15,000.00	[REDACTED]	021000021

## Check Images (Front and Back)

**LAW OFFICE OF JERRY M. MIMS, P.C.**  
JOLTA ACCOUNT  
130 BARTON AVE.  
PATCHOGUE, NY 11772-1402

3337

DATE May 20, 2011 12 210 247

PAY TO THE ORDER OF Anthony Galeotafure \$ 15,000 <sup>XX</sup>/<sub>100</sub>

fifteen thousand dollars DOLLARS

**CHASE**  
JPMorgan Chase Bank, N.A.  
New York, New York 10017  
www.Chase.com

FOR [REDACTED] [Signature] MP

546505083533 160928 [REDACTED] 15000.00

TRN\_DEBIT

Bethpage 0465 94004 KKIerna 5465 6 0048

[Signature]  
92466/5235

This information is provided for your convenience and does not replace your monthly account statement(s), which are the official records of your accounts and does not replace any other notice we send you.  
JPMorgan chase Bank, N.A. Member FDIC



Chase Online

Thursday, May 22, 2014

## Check Details for Check Number 3381

Post Date	Amount	Account number	Routing number
06/02/2011	\$1,264.66	[REDACTED]	021000021

## Check Images (Front and Back)

LAW OFFICE OF JERRY M. MIMS, P.C.		3381
IOLTA ACCOUNT 130 BARTON AVE. PATCHOGUE, NY 11772-1402		DATE <u>May 31 2011</u> <sup>12</sup> / <sub>210</sub> 847
PAY TO THE ORDER OF	<u>Suffolk County Treasurer</u>	\$ <u>1,264</u> <sup>66</sup> / <sub>100</sub>
<u>one thousand two hundred and sixty four</u>		<u>66</u> DOLLARS
CHASE JPMorgan Chase Bank, N.A. New York, New York 10017 www.Chase.com		
FOR <u>Supreme/Biden</u>		
DIST. 1000, Ser. 045-00, Bk 06-00, Lot 0001-000		

This information is provided for your convenience and does not replace your monthly account statement(s), which are the official records of your accounts and does not replace any other notice we send you.

JPMorgan chase Bank, N.A. Member FDIC

© 2014 JPMorgan Chase &amp; Co.



Chase Online

Thursday, May 22, 2014

## Check Details for Check Number 3379

Post Date	Amount	Account number	Routing number
06/02/2011	\$10,308.53	[REDACTED]	021000021

## Check Images (Front and Back)

3379

LAW OFFICE OF JERRY M. MIMS, P.C.  
IOLTA ACCOUNT  
130 BARTON AVE.  
PATCHOGUE, NY 11772-1402

PAY TO THE ORDER OF Suffolk County Treasurer DATE May 31 2011 \$ 10,308.53

ten thousand three hundred and eight  $\frac{53}{100}$  DOLLARS

CHASE  
JPMorgan Chase Bank, N.A.  
New York, New York 10017  
www.Chase.com

FOR DEPOSIT ONLY  
Dist. 1000, Sec 047.000, Blk 02.000, Lot 011.000

MP

101-8858936085- PK [REDACTED]  
06/02/2011 NJ Capital One  
MATTITUCK, NY

FOR DEPOSIT ONLY  
SUFFOLK COUNTY TREASURER  
ANGIE M. CARPENTER, CO. TREAS.  
422-109334

This information is provided for your convenience and does not replace your monthly account statement(s), which are the official records of your accounts and does not replace any other notice we send you.  
JPMorgan Chase Bank, N.A. Member FDIC


Chase Online

Thursday, May 22, 2014

## Check Details for Check Number 3375

Post Date	Amount	Account number	Routing number
06/02/2011	\$16,500.00	[REDACTED]	021000021

## Check Images (Front and Back)

LAW OFFICE OF JERRY M. MIMS, P.C. IOLTA ACCOUNT 130 BARTON AVE. PATCHOGUE, NY 11772-1402		3375
PAY TO THE ORDER OF	PM Advisory Group	DATE June 2, 2011 <sup>12</sup> / <sub>210</sub> 847
	Sixteen thousand five hundred dollars	\$ 16,500 <sup>XX</sup> / <sub>100</sub>
		DOLLARS
CHASE  JPMorgan Chase Bank, N.A. New York, New York 10017 www.Chase.com		
FOR	[REDACTED]	

This information is provided for your convenience and does not replace your monthly account statement(s), which are the official records of your accounts and does not replace any other notice we send you.

JPMorgan chase Bank, N.A. Member FDIC

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Chase Online

Thursday, May 22, 2014

## Check Details for Check Number 3388

Post Date	Amount	Account number	Routing number
06/02/2011	\$7,500.00	[REDACTED]	021000021

## Check Images (Front and Back)

LAW OFFICE OF JERRY M. MIMS, P.C.		3388
IOLTA ACCOUNT 130 BARTON AVE. PATCHOGUE, NY 11772-1402		
PAY TO THE ORDER OF	<u>Seven thousand five hundred dollars</u>	DATE <u>June 22nd</u> $\frac{12}{210}$ <sup>847</sup>
	<u>\$7,500</u>	<u>XX</u>
		DOLLARS
CHASE		
JPMorgan Chase Bank, N.A. New York, New York 10017 www.Chase.com		
FOR	<u>[REDACTED]</u>	

This information is provided for your convenience and does not replace your monthly account statement(s), which are the official records of your accounts and does not replace any other notice we send you.

JPMorgan chase Bank, N.A. Member FDIC

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

Chase Online

Thursday, May 22, 2014

Check Details for Check Number 3382

Post Date	Amount	Account number	Routing number
06/02/2011	\$3,000.00	[REDACTED]	021000021

Check Images (Front and Back)

LAW OFFICE OF JERRY M. MIMS, P.C. IOLTA ACCOUNT 130 BARTON AVE. PATCHOGUE, NY 11772-1402		3382
PAY TO THE ORDER OF	Five Star Coverage three thousand dollars <del>xx</del>	DATE June 12, 2011 <sup>12</sup> / <sub>210</sub> 847
CHASE  JPMorgan Chase Bank, N.A. New York, New York 10017 www.Chase.com		\$ 3000 <del>xx</del> DOLLARS 
FOR	 	MP

This information is provided for your convenience and does not replace your monthly account statement(s), which are the official records of your accounts and does not replace any other notice we send you.  
JPMorgan chase Bank, N.A. Member FDIC



UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK

Case No. 15-73752-LAS

Chapter 13

In re: JERRY MIMS,

Debtor(s).

**AFFIRMATION IN SUPPORT**

**WEBER LAW GROUP LLP**

*Attorneys for Plaintiffs*

*Office and Post Office Address, Telephone*

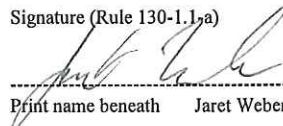
290 BROADHOLLOW ROAD, SUITE 200E

MELVILLE, NEW YORK 11747

TELEPHONE: (631) 549-2000

To

Signature (Rule 130-1.1.a)



Print name beneath Jaret Weber, Esq.

Attorney(s) for

Service of a copy of the within  
Dated,

is hereby admitted.

Attorney(s) for

Please take notice

☐ NOTICE OF ENTRY

That the within is a (certified) true copy of a  
Duly entered in the office of the clerk of the within named court on

☐ NOTICE OF SETTLEMENT

That an order

Settlement to the HON.  
Of the within named Court, at

On

Dated,

at

of which the within is a true copy will be presented for

One of the judges

Yours, etc.

WEBER LAW GROUP LLP

*Office and Post Office Address*

290 BROADHOLLOW ROAD

SUITE 200E

MELVILLE, NEW YORK 11747

To

Attorney(s) for